

COLLOCATION ATTACHMENT

1 Verizon's Provision of Collocation

Verizon shall provide to MCI, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating MCI's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to MCI only to the extent required by Applicable Law and may decline to provide Collocation to MCI to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to MCI in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

2 Additional Provisions Regarding Physical Security, Information Security, etc.

- 2.1 MCI shall access only equipment owned by MCI and shall enter only those areas of Verizon's premises where such equipment is located. Verizon shall allow MCI, after reasonable advance notice, to inspect areas that house or contain MCI equipment or equipment enclosures in accordance with mutually acceptable procedures.
- 2.2 MCI shall deliver to Verizon within thirty (30) days after the Effective Date of this Agreement and every sixty (60) days thereafter a current list of its employees and agents authorized to enter Verizon's premises. While on Verizon's premises, such employees or agents shall prominently display identification badges. If requested by Verizon, MCI shall provide this information in an electronic format.
- 2.3 Each Party shall, while on the other's premises comply with the other's generally applicable security and safety procedures and requirements as may be provided from time to time by the other Party (including but not limited to sign-in, identification, and escort requirements); provided, however, that MCI's procedures and requirements for access to its equipment areas shall be consistent with those established by Verizon for the relevant premises.
- 2.4 Neither Party shall tamper with or perform any activities upon the other's equipment located on its premises, except in case of emergency. In an emergency, the affected Party shall promptly notify the other of the emergency, take steps it deems appropriate to manage the emergency (using reasonable care under the circumstances to protect the other's equipment), and allow the other Party to access its premises to protect its equipment.
- 2.5 MCI shall ensure that areas that house MCI's equipment are adequately secured to prevent unauthorized entry. Verizon shall have no liability in this regard. MCI shall furnish Verizon with all keys, entry codes, lock combinations, and other materials and information necessary for Verizon to gain entry to any secured MCI area. Verizon shall limit access to such areas to its authorized employees and agents.
- 2.6 Each Party shall promptly notify the other of any breach by the other Party of the foregoing provisions.
- 2.7 MCI shall ensure that MCI equipment at Verizon's premises is suitable for

use in the operational environment at such premises. Verizon shall have no liability in this regard, other than to maintain the general environmental conditions in the premises at normal operational levels suitable for its own equipment.

- 2.8 Upon either Party's request, the Parties shall meet from time to time, as appropriate, to discuss and coordinate (as appropriate) the Parties' respective plans to minimize disruptions due to emergencies and disasters.
- 2.9 Each Party shall maintain a reasonable standard of information system security in its network, including its OSS interfaces.

911 ATTACHMENT

1 911 Trunking Arrangements

- 1.1 The Parties agree to provide access to 911/E911 in a manner that is transparent to the Parties' customers. The Parties will work together to facilitate the prompt, reliable, and efficient Interconnection of MCIm's systems to Verizon's 911/E911 platforms, with a level of performance that will provide at least the same grade of service as that which Verizon provides to itself, its customers, subsidiaries, Affiliates, or any third party.
- 1.2 The Parties shall establish a minimum of two dedicated trunks from MCIm's Central Office to each Verizon 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which MCIm provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). Verizon shall provide the number of 911/Interconnection Trunk Groups as may be ordered by MCIm.
- 1.3 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. The Parties shall use SS7 signaling on all 911/E911 trunks, unless Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call is specified by MCIm, unless the 911/E911 selective router is SS7 capable, in which case MCIm may require SS7 signaling. All 911 Interconnection Trunk Groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- 1.4 911 Interconnection Trunking Groups must be arranged to minimize the likelihood of Central Office isolation due to cable cuts or other equipment failures. Where there is an alternate means of transmitting a 911/E911 call to a PSAP in the event of failures, Verizon shall make that alternate means available to MCIm. Verizon shall assign 911 Interconnection Trunk Groups on diverse interoffice facilities where diverse routes are already available or planned. Circuits must have interoffice, loop, and carrier system diversity when this diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available carrier systems. Verizon shall periodically review the circuit design to ensure that the diverse routing is maintained and rectify any diversity inconsistencies or problems. At MCIm's option, diversity will be upgraded to utilize the highest level of diversity available in the network.
- 1.5 Verizon shall provide the selective routing of 911/E911 calls received from MCIm's Central Office. This includes forwarding MCIm's customers' ANIs and the selective routing of the call to the appropriate PSAP. Verizon shall provide MCIm with the appropriate CLLI codes and specifications on a per selective router/tandem basis, associated addresses, and meet points in the network. Verizon and MCIm will work cooperatively to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators may have regarding the 911/E-911 arrangements.
- 1.6 Verizon shall provide for overflow 911/E911 traffic to be routed to the Verizon Operator Services platform or, at MCIm's discretion, directly to MCIm Operator Services platform; provided, however, that MCIm shall not route non-emergency

calls to Verizon's Operator Services platform unless MCIIm purchases Operator Services from Verizon..

- 1.7 Verizon shall provide MCIIm with copies of selective routing boundary maps showing the boundaries served by a selective router, with sufficient detail for MCIIm to associate a given geographic location with a specific selective router. Verizon shall also provide detailed written descriptions of, but not limited to, the following information upon MCIIm's request:
 - 1.7.1 Geographic boundaries of government entities, PSAPs and exchanges, as necessary.
 - 1.7.2 Verizon's Rate Centers and exchanges.
 - 1.7.3 Documentation showing the correlation of Verizon's Rate Centers to its 911/E911 Tandems.
 - 1.7.4 Technical specifications for network interface, database loading and maintenance.
- 1.8 Verizon shall continuously monitor equipment and circuits used for 911/E911 traffic. Monitoring of circuits must be done to the individual trunk level. Monitoring must be conducted by Verizon for trunks between the selective router and all associated PSAPs.
- 1.9 Verizon shall begin restoration of E911 or E911 trunking facilities immediately upon notification of failure or outage. Verizon must provide priority restoration of 911 Interconnection Trunks and networks outages on the same terms and conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP). MCIIm will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the MCIIm demarcation (e.g., collocation). Verizon will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (e.g. collocation). MCIIm is responsible for advising Verizon of the circuit identification when notifying Verizon of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911/E911 outage. Verizon will refer network trouble to MCIIm if no defect is found in Verizon's network. The Parties agree that 911/E911 network problem resolution will be managed in an expeditious manner at all times.
- 1.10 Verizon shall begin repair service immediately upon report of a malfunction. Repair service includes, but is not limited to, testing and diagnostic service from a remote location and dispatch, or in-person visit(s), of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.
- 1.11 Each ALI discrepancy report shall be jointly researched by Verizon and MCIIm. Corrective action shall be taken promptly by the responsible Party.
- 1.12 Subject to mutual agreement, Verizon shall provide MCIIm with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards.
- 1.13 Verizon shall identify special routing arrangements to complete 911 calls.

- 1.14 Verizon shall identify any special operator-assisted calling requirements to support 911.

2 General Requirements

2.1 Basic 911 and E911 General Requirements

Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 shall be provided to MCIm in accordance with Sections 2 and 3 below. Notwithstanding the indemnification provisions set forth in Part A of this Agreement, Verizon's liability for indemnification resulting from third-party claims in connection with the provision of such 911 and E911 Services shall be subject to the liability limitations contained in Verizon's applicable 911 Tariffs.

- 2.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the 911 database system, to determine to which PSAP to route the call.
- 2.3 If available, Verizon shall offer a third type of 911 Service, 911 using SS7 (S911). All requirements for E911 as set forth herein shall also apply to S911 with the exception of the type of signaling used on the interconnection trunks from the local Switch to the S911 tandem.
- 2.4 Basic 911 and E911 functions provided to MCIm shall be at least at the same level Verizon provides to its subscribers for such functionality.
- 2.5 911 and E911 access shall be provided to MCIm in accordance with the following:
 - 2.5.1 Verizon and MCIm shall conform to all state regulations concerning emergency services.
 - 2.5.2 For E911, Verizon shall use its current process, as the same may be modified from time to time, to update and maintain subscriber information in the ALI/DMS data base.
- 2.6 If a jurisdiction has planned for overflow, then Verizon shall provide for such overflow 911 traffic to be routed to Verizon Operator Services or, at MCIm's discretion, directly to MCIm Operator Services.
- 2.7 911 and E911 access from the MCIm local Switch shall be provided to MCIm in accordance with the following:
 - 2.7.1 When ordered by MCIm from Verizon, Verizon shall interconnect direct trunks from the MCIm network to the 911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm.
 - 2.7.2 In local/county jurisdictions where Verizon has obligations under existing agreements as the primary provider of the 911 Service to a government agency, MCIm shall participate in the provision of the 911 Service as follows:

- 2.7.2.1 Each Party shall be responsible for those portions of the 911 Service for which it has control, including any necessary maintenance to each Party's portion of the 911 Service.
 - 2.7.2.2 Verizon shall be responsible for maintaining the E911 database.
- 2.7.3 If a third party is the primary service provider to a government agency, MCI shall negotiate separately with such third party with regard to the provision of 911 Service to the agency. All relations between such third party and MCI are independent of this Agreement and Verizon makes no representations on behalf of the third party.
- 2.8 If available, Verizon shall provide to MCI, upon request, the emergency public agency (e.g., police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which MCI provides service.
- 2.9 If available to Verizon and for those jurisdictions previously requested by MCI, Verizon shall transmit to MCI as soon as practicable all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.
- 2.10 The following are E911 database requirements:
 - 2.10.1 If Verizon possesses an MSAG and is not prohibited from providing it to MCI, it shall provide copies of the MSAG within three (3) business days from the time requested. Copies shall be provided on diskette, magnetic tape, or in a format suitable for use with desktop computers. Updates to the MSAG thereafter will be provided on a monthly basis. In addition, Verizon shall provide to MCI quarterly refreshes of the MSAG database in its entirety.
 - 2.10.2 MCI shall be solely responsible for providing MCI database records to Verizon for inclusion in Verizon's ALI database on a timely basis.
 - 2.10.3 Verizon and MCI shall arrange for the automated input and periodic updating on a mediated access basis of the E911 database information related to MCI end users to replace the manual data entry process currently used. Verizon shall work cooperatively with MCI to ensure the accuracy of the data transfer by verifying it against the MSAG provided that MCI shall be responsible for the accuracy of information it provides Verizon. The relevant governmental jurisdiction is responsible for accuracy of the MSAG, and Verizon shall have no responsibility for accuracy of the MSAG. As soon as Technically Feasible, Verizon shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association ("NENA") Version #2 (or the currently existing version) format for MCI subscribers.
 - 2.10.3.1 MCI shall provide information on new subscribers to Verizon as part of the ordering process. Verizon shall update its database within two (2) business days of receiving the information from MCI. If Verizon detects an error in the MCI provided data, the data shall be returned to MCI within one (1) business day after the error was detected by Verizon. MCI shall respond to requests from Verizon to

make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry of the data by Verizon shall be allowed until an interface between the Parties is developed and deployed, and thereafter in the event such interface is not functioning properly. In the event of an E911 database failure, MCI subscriber E911 information review and entry shall be at Parity.

- 2.10.4 MCI shall assign an E911 database coordinator charged with the responsibility of forwarding MCI end user ALI record information to Verizon or via a third-party entity charged with the responsibility of ALI record transfer. MCI assumes responsibility for the accuracy of the data that MCI provides to Verizon.
- 2.10.5 Verizon agrees to treat all data on MCI subscribers provided under this Agreement as Confidential Information in accordance with the terms of Section 10 of Part A and to use data on MCI subscribers only as provided under this Agreement.
- 2.10.6 Upon completion of NENA Telco Identification Code standards, Verizon shall use a Carrier Code (a NENA standard five-character field) on all ALI records received from MCI. The Carrier Code shall identify the carrier of record in LNP configurations. Prior to completion of the NENA standards, Verizon shall use the ACNA code obtained from Bellcore's carrier identification code assignments.
- 2.10.7 Verizon shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a point of contact for each.
- 2.11 **911 and E911 network and trunking requirements.**
 - 2.11.1 Basic 911 and E911 network and trunking requirements are addressed in Section 1 of this Attachment.
 - 2.11.2 Subject to mutual agreement, Verizon shall provide MCI with written technical specifications for network interfaces, and technical specifications for database loading and maintenance pursuant to NENA Standards. Verizon shall also cooperate with MCI on reasonable requests for Rate Center information.

3 Basic 911 and E911 Additional Requirements

- 3.1 All MCI lines that have been ported via LNP shall reach the correct PSAP when 911 is dialed. Verizon shall send both the ported number and the MCI number (if both are received from MCI) to the PSAP upon an ALI request from the PSAP. The PSAP attendant shall see both numbers where the PSAP is using a standard ALI display screen and the PSAP extracts both numbers from the data that is sent. The MCI subscriber's directory number may be shown on the "remarks" line of the ALI record.
- 3.2 Verizon shall work with the appropriate government agency to provide MCI the ten-digit POTS number of each PSAP which sub-tends each Verizon selective router/911 tandem to which MCI is interconnected.

- 3.3 Verizon shall use reasonable efforts to notify MCIm forty-eight (48) hours in advance of any scheduled testing or maintenance affecting MCIm 911 Service, and provide notification as soon as possible of any unscheduled outage affecting MCIm 911 Service.
- 3.4 MCIm shall be responsible for reporting all errors, defects and malfunctions to Verizon. Verizon shall provide MCIm with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.
- 3.5 Verizon shall provide reasonable notification of any pending tandem moves, NPA splits, or scheduled maintenance outages affecting MCIm 911 Service.
- 3.6 Verizon shall establish a process for handling "reverse ALI" inquiries by public safety entities.
- 3.7 Verizon shall establish a process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.
- 3.8 Verizon shall provide the ability for MCIm to update 911 database with end user information for lines that have been ported via LNP.

POLES, CONDUIT, and RIGHTS OF WAY ATTACHMENT

1 Definitions

As used in this Attachment and related Appendices, the following terms shall have the meanings stated below. A term listed below intended to convey the meaning stated below is capitalized when used.

- 1.1 Anchor. An assembly (rod and fixed object or plate) owned solely or in part by Verizon, designed to resist the pull of a Guy Strand.
- 1.2 Conduit. A tube structure containing one or more Ducts or Innerducts used to house cables, that is owned by Verizon and with respect to which Verizon has the right to authorize the occupancy of MCI's Facilities.
- 1.3 Conduit Occupancy. Occupancy of a Conduit System by any item of MCI's Facilities.
- 1.4 Conduit Section. Conduit between two adjacent Manholes or between a Manhole and an adjacent pole or other structure.
- 1.5 Conduit System. Any combination of Ducts, Innerducts, Conduits, Manholes and handholes joined to form an integrated whole. As used in this Attachment, "Conduit System" does not include a controlled environment vault.
- 1.6 Duct. A raceway for facilities that is owned solely or in part by Verizon, that is contained in a Conduit, and with respect to which Verizon has the right to authorize the occupancy of MCI's Facilities.
- 1.7 Guy Strand. A metal cable attached to a Pole and Anchor (or another structure) for the purpose of increasing Pole stability.
- 1.8 Innerduct. A Duct contained within another Duct.
- 1.9 Joint Owner. A person, corporation or other legal entity, sharing ownership of a Pole, Duct, Conduit and/or Anchor with Verizon.
- 1.10 Manhole. A subsurface enclosure used for the purpose of installing, operating and maintaining facilities. As used in this Attachment, "Manhole" does not include a controlled environmental vault.
- 1.11 Make-Ready or Make-Ready Work. All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a Pole, and other changes, required to accommodate MCI's Facilities on a Pole, or in a Conduit or Right of Way.
- 1.12 Pole. A pole owned solely or in part by Verizon with respect to which Verizon has the right to authorize the Attachment of MCI's Facilities.
- 1.13 Pole Attachment. Any item of MCI's Facilities affixed to a Pole.
 - a) Horizontal Attachment is for a single Pole Attachment associated with pole to pole construction.

- b) Vertical Attachment is for single Pole construction where MCI's Facilities are affixed along the vertical axis of the Pole.

- 1.14 Preliminary Survey. All work, including field inspection and administrative processing, to determine the Make-Ready work necessary to accommodate MCI's Facilities on a Pole, or in a Conduit or Right of Way.
- 1.15 Right of Way. A right possessed by Verizon to use or pass over, on or under, the land of another person, with respect to which Verizon has the right to authorize the usage or passage of MCI's Facilities over, on or under such land. A Right of Way may run under, on or over public or private property (including the air space above such property).
- 1.16 MCI's Facilities. All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by MCI, which are attached to a Pole, or occupy a Conduit or Right of Way.

2 Scope

- 2.1 Subject to the provisions of this Attachment, for licenses granted by Verizon in accordance with Section 7, below, Verizon hereby grants to MCI a nonexclusive license authorizing the Attachment of MCI's Facilities to Verizon's Poles, or the placement of MCI's Facilities in Verizon's Conduits or Rights of Way, as specified in the pertinent application.
- 2.2 No use, however extended, of Poles, Conduits or Rights of Way, or payment of any fees or charges required under this Attachment, shall create or vest in MCI any easements or any other ownership or property rights of any nature in such Poles, Conduits or Rights of Way. MCI's rights herein shall be and remain a mere license. Neither this Attachment nor any license granted hereunder shall constitute an assignment of any of Verizon's rights to use the public or private property at locations of such Poles, Conduits or Rights of Way.
- 2.3 Nothing contained in this Attachment shall limit Verizon's right to locate and maintain its Poles, Ducts, Conduits and Rights of Way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under the Act and any other applicable law or regulation (collectively "Applicable Law").
- 2.4 To the extent required by Applicable Law, Verizon shall grant MCI nondiscriminatory access to Verizon's Poles, Conduits and Rights of Way. This obligation extends to Poles, Conduits and Rights of Way Verizon owns and with respect to which Verizon has the right to authorize the occupancy of MCI's Facilities. In cases of Poles, Conduits and Rights of Way Verizon owns, but with respect to which Verizon does not have the right to authorize the occupancy of MCI's Facilities, to the extent required by Applicable Law, Verizon shall reasonably cooperate with MCI to permit MCI to obtain a right of occupancy for MCI's Facilities, subject to Verizon's right to provide a reasonable technical evaluation of the requirements for such occupancy to the property owner or other authorized person. Such reasonable cooperation by Verizon shall not obligate Verizon to purchase a right of occupancy for, or right to authorize the occupancy of, MCI's Facilities. Upon reasonable request by MCI, Verizon will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given Pole, Conduit, or Right of Way. To the extent that Verizon has such supporting documentation in its possession that is confidential or privileged,

Verizon will make that documentation available subject to reasonable conditions to protect proprietary information.

3 Fees and Charges

- 3.1 MCIIm shall pay all fees and charges applicable in connection with the Attachment of MCIIm's Facilities to a Pole, or occupancy of a Conduit or Right of Way, as specified in Appendix I attached hereto and made a part of this Attachment.
- 3.2 Nonpayment of any amount due under this Attachment shall constitute a default by MCIIm of this Attachment. Late payments shall be subject to a late payment charge as specified in Appendix I, Section 2.5.
- 3.3 At such time that MCIIm's net worth (as defined under generally accepted accounting principles, hereinafter "Net Worth") fails to exceed \$100,000,000, Verizon may require a bond in a form satisfactory to Verizon or other financial security satisfactory to Verizon, in such amount as Verizon from time to time may reasonably require, to guarantee the performance of all MCIIm obligations under this Attachment. MCIIm's provision of the bond or financial security shall not operate as a limitation upon the obligations of MCIIm hereunder; and if MCIIm furnishes a deposit of money pursuant to this section, such deposit may be held during the continuance of this Agreement at the option of Verizon as security for any and all amounts which are or may become due to Verizon under this Attachment.
- 3.4 On an annual basis, changes in the amount of the fees and charges identified in Appendix I may be made by Verizon upon at least 60 days prior written notice to MCIIm in the form of a revised Appendix I, and MCIIm agrees to pay such changed fees and charges provided that they are in accordance with this Attachment. Any such changes to fees and charges shall be either agreed upon by Verizon and MCIIm or, in the alternative, pursuant to the formula promulgated by the FCC for the Attachment of MCIIm's Facilities to Verizon's Poles or pursuant to the formula promulgated by the FCC for the placement of MCIIm's Facilities in Verizon's Conduits.

4 Advance Payments

- 4.1 At such time that MCIIm's Net Worth fails to exceed \$100,000,000, MCIIm shall be required to make an advance payment to Verizon prior to:
 - a) any undertaking by Verizon of a Prelicense Survey or the administrative processing of such a survey, in an amount sufficient to cover the estimated charges for completing the specific work operation required, and
 - b) performance by Verizon of any Make-Ready work required, in an amount sufficient to cover the estimated charges for completing the required Make-Ready work.
- 4.2 The amount of the advance payment required will be credited against the payment due Verizon for performing the Prelicense Survey and/or Make-Ready work.
- 4.3 Where the advance payment is less than the charge by Verizon for such Prelicense Survey and/or Make-Ready work, MCIIm agrees to pay Verizon within

30 days of receipt of the bill all sums due in excess of the amount of the advance payment.

- 4.4 Where the advance payment exceeds the charge by Verizon for such survey and/or Make-Ready Work, Verizon shall refund the difference to MCI.

5 Specifications

- 5.1 MCI's Facilities shall be placed and maintained in accordance with the requirements and specifications of Applicable Law, and the requirements and specifications of the following publications, as amended from time-to-time, the Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA) and regulations or directives of a governing authority having jurisdiction over the subject matter. Where a difference in requirements or specifications may exist, the more stringent shall apply.
- 5.2 MCI shall correct all material safety violations within ten (10) days from receipt of notice from Verizon. MCI shall correct all other non-standard conditions within thirty (30) days from receipt of written notice from Verizon. If MCI does not correct any violation or non-standard condition within the aforementioned time limits, Verizon may at its option correct said violations or conditions at MCI's sole expense and risk.
- 5.3 Notwithstanding Section 5.2, when conditions created by MCI's Facilities pose an immediate threat to the safety of the public or the employees of Verizon or other attachers or occupants, interfere with the performance of Verizon's service obligations or the service obligations of other attachers or occupants, or pose an immediate threat to the physical integrity of Verizon's facilities or structures or the facilities or structures of other attachers or occupants, Verizon may perform such work and/or take such action as it deems necessary using reasonable care without first giving written notice to MCI. As soon as practical thereafter, Verizon will advise MCI in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of MCI's Facilities so affected. MCI shall pay Verizon for all reasonable costs incurred by Verizon in performing such work.
- 5.4 The failure of Verizon to notify MCI of violations or non-standard conditions or to correct violations or non-standard conditions pursuant to Sections 5.2 or 5.3 shall not relieve MCI of its responsibility to place and maintain its Facilities in a safe manner and condition in accordance with the terms of this Attachment, and shall not relieve MCI of any liability imposed by this Attachment.
- 5.5 Verizon and MCI shall each provide a single point of contact for processing license applications and access to information needed to prepare a license application.

6 Legal Requirements

- 6.1 Before MCI attaches MCI's Facilities to Poles, or occupies Conduits or Rights of Way, MCI shall be responsible for obtaining from appropriate public and private property owners and authorities any authorization required to construct, operate and maintain MCI's Facilities. Evidence of MCI's having obtained lawful authority to so construct, operate and maintain MCI's Facilities shall be submitted to Verizon within ten (10) business days.

- 6.2 No license granted under this Attachment shall extend to any Poles, Conduits or Rights of Way where the Attachment or placement of MCI's Facilities would result in a forfeiture of rights of Verizon or Verizon's existing attachers or occupants to occupy the property on which such Poles, Conduits or Rights of Way are located. If the existence of MCI's Facilities on a Pole, or in a Conduit or Right of Way, would cause a forfeiture of the right of Verizon or Verizon's existing attachers or occupants to occupy the property on which the Pole, Conduit, or Right of Way is located, MCI agrees to remove MCI's Facilities forthwith upon receipt of written notification from Verizon. If MCI's Facilities are not so removed, Verizon may perform or have performed such removal after the expiration of 60 days from the receipt of said written notification. All removals of MCI's Facilities shall be at MCI's expense.

7 Issuance Of Licenses

- 7.1 Before MCI shall attach to any Pole, or occupy any portion of a Conduit or Right of Way, MCI shall make written application for and have received a written license from Verizon utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3.
- 7.2 Verizon shall process all license applications, including the performance of a Preliminary Survey, on a first-come, first-served basis in accordance with the provisions of this Section 7 and Section 8. Verizon shall make all access determinations in accordance with the requirements of Applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations. Verizon shall inform MCI in writing as to whether an application has been granted or denied (including the reasons for denial) within the following time after receipt of such application: 45 days, plus any time taken by MCI for action by MCI, including, but not limited to, time taken by MCI to respond to Verizon's proposal for a Preliminary Survey. Where an application involves an increase in capacity by Verizon, Verizon shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying MCI access based on lack of capacity, Verizon shall explore potential accommodations in good faith with MCI. The Parties agree to consider reasonable and prudent ways to expand Rights of Way at the lowest cost.
- 7.3 In order to facilitate MCI's completion of an application, Verizon shall use commercially reasonable efforts to provide MCI, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, access to such maps or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in a form reasonably agreeable to Verizon. Such requests shall be processed by Verizon on a "first-come, first-served" basis.
- 7.4 License applications received by Verizon from two or more applicants for the same Pole, Conduit Section or Right of Way will be processed by Verizon according to the order in which the applications are received by Verizon. If any additional applicants file an application at least thirty (30) days prior to the commencement of the initial applicant's Make-Ready Work, Verizon shall use commercially reasonable efforts to notify all applicants, within 20 days of receipt of the additional application, of the following: 1) that two (or more) applications have been received for some or all of the same structures or property; 2) the name and address of the other applicant(s); and 3) that the applicants may wish to share Make-Ready costs between them. The responsibility for arranging for the sharing of Make-Ready costs shall be on the applicants, while the

responsibility for transmitting to Verizon any Make-Ready changes resulting from the additional applicant(s) shall be on the initial applicant. Verizon shall bill the initial applicant for the cost of all shared Make-Ready Work pursuant to executed Form A-4, Appendix II.

- 7.5 If within twelve (12) months from the date a license is granted by Verizon, MCI shall not at a minimum have initiated material construction or similar activity related to its Attachment or occupation, MCI's license for the applicable Pole(s), Conduit(s) or Right(s) of Way shall automatically terminate and MCI shall remove any Facilities installed as of such date in accordance with the provisions of Section 9.12. MCI shall be liable for Attachment or occupancy charges commencing the date of the license grant.
- 7.6 Where Verizon has available Ducts or Innerducts, Verizon shall make available Ducts or Inner- Ducts to MCI for MCI's use in accordance with Applicable Law. No more than one full-sized Duct (or one full-sized and one Innerduct if both copper and fiber cable are used in the Conduit) shall be assigned as an emergency Duct in each Conduit Section. If Verizon or any other service provider, including MCI, utilizes the last unoccupied full-sized Duct in the applicable cross-section, that provider shall, at its expense, reestablish a clear, full-sized Duct for emergency restoration as soon as practicable or immediately upon the occurrence of an emergency requiring such space.

8 Prelicense Survey And Make-Ready Work

- 8.1 When an application for Attachment to, or occupation of, a Pole, Conduit or Right of Way is submitted by MCI, a Prelicense Survey will be required to determine the existing adequacy of such structures or property to accommodate MCI's Facilities.
- 8.2 a) The field inspection portion of the Prelicense Survey, which requires the visual inspection of such structures or property, shall be performed by Verizon (with participation by MCI at its option, for which Verizon shall provide at least 48 hours advance notice). At its option, Verizon may permit MCI to perform the field inspection survey subject to a quality check by Verizon. Verizon shall also perform the administrative processing portion of the Prelicense Survey, which includes the processing of the application, the preparation of the Make-Ready Work orders (if necessary), and the notification of work requirements to other attachers and occupants (if necessary).
- b) Verizon shall make commercially reasonable efforts to advise MCI in writing of the estimated charges that will apply for its Prelicense Survey work no later than ten (10) days from receipt of MCI's application. Verizon shall receive written authorization from MCI before undertaking such work (Appendix II, Form B-1). Alternatively, MCI may pay Verizon the estimated charges that will apply for a Prelicense Survey with its submission of an application provided that Verizon has advised MCI that standard estimated charges exist for the type of application that is being submitted.
- 8.3 In the event Verizon determines that a Pole, Conduit or Right of Way which MCI desires to utilize is inadequate or otherwise needs rearrangement, modification or expansion of the existing facilities, structures or property to accommodate MCI's Facilities, Verizon will notify MCI in writing of the estimated Make-Ready Work, including charges, that would apply to any rearrangements, modifications or expansions that Verizon proposes to undertake (Appendix II, Form B-4). Such written notice (which may be conveyed via email)

shall describe the Make-Ready Work Verizon will perform for MCI, where it will be performed, and the other companies, if any, that will be involved with the Make-Ready Work. If no Make-Ready Work is needed to accommodate MCI's Facilities, upon receipt of a license from Verizon, MCI may proceed with placement of its Facilities. Verizon shall complete the steps described in Sections 8.1 through 8.3 within forty-five (45) days, excluding the time taken by MCI to respond to Verizon's proposals.

- 8.4 MCI shall have ten (10) business days from the receipt of said Form B-2 or Form B-4 to indicate its written authorization for completion of the required Make-Ready Work and acceptance of the resulting charges. Verizon shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of such proposed changes within ten (10) business days of receipt of such authorization. Such attachers or occupiers will be given sixty (60) days from such notice to indicate whether they desire to participate in the proposed modification or expansion.
- 8.5 Verizon shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but Verizon shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by Verizon in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for MCI will be scheduled and performed in the same manner as Verizon's Make-Ready Work is scheduled and performed. Notwithstanding the foregoing provisions, in the event MCI presents Verizon with a proposal from a contractor who meets Verizon's training and safety requirements and is otherwise in good standing with Verizon to complete such Make-Ready Work at a cost that is at least twenty-five percent (25%) less than that estimated by Verizon, Verizon agrees to use such contractor to perform the Make-Ready Work by such contractor. MCI shall pay Verizon for all Make-Ready Work performed by Verizon in accordance with the provisions of this Attachment within thirty (30) days of receipt of an detailed, itemized invoice from Verizon.

9 Construction, Maintenance And Removal Of MCI's Facilities

- 9.1 MCI shall, at its own expense, construct and maintain its Facilities on Poles or in Conduits or Rights of Way covered by this Attachment, in a safe condition and in a manner acceptable to Verizon, so as not to physically conflict or electrically interfere with the facilities of Verizon or other authorized attachers or occupants.
- 9.2 Verizon shall specify the point of Attachment on each Pole to be occupied by MCI's Facilities. Where facilities of more than one attacher are involved, Verizon will attempt, to the extent practical, to designate the same relative position on each Pole for each attacher's facilities.
- 9.3 MCI shall secure Verizon's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying MCI's Facilities attached to a Pole where additional space or holding capacity may be required on either a temporary or permanent basis. No modifications shall be made by MCI that would affect the placement or operations of Attachments of Verizon or existing attachers, except through application to Verizon in accordance with the provisions of Sections 7 and 8.
- 9.4 MCI must obtain prior written authorization from Verizon approving of the work

and the party performing such work before MCI may install, remove, or provide maintenance of its Facilities in any of Verizon's Conduits or Conduit Systems. Verizon shall not unreasonably withhold or delay such authorization. In the case of an emergency, however, MCI may proceed without written authorization after notifying Verizon.

- 9.5 In each instance where MCI's Facilities are to be placed in Verizon's Conduits, MCI and Verizon shall discuss the placement of MCI's Facilities. Verizon shall designate the particular Duct(s) to be occupied, the location and manner in which MCI's Facilities will enter and exit Verizon's Conduit System, and the specific location and manner of installation for any associated equipment which is permitted by Verizon to occupy the Conduit System.
- 9.6 If MCI requests any modification, alteration or rearrangement of Poles, Conduits or Rights of Way, other than Make-Ready Work to be performed pursuant to Section 8, above, MCI shall reimburse Verizon for the cost of such modification, alteration or rearrangement, in accordance with Applicable Law.
- 9.7 Whenever Verizon intends to modify or alter any Poles, Conduits or Rights of Way which contain MCI's Facilities, Verizon shall provide written notification to MCI at least sixty (60) days prior to taking such action so that MCI may have a reasonable opportunity to add to or modify MCI's Facilities. If MCI adds to or modifies MCI's Facilities according to this Section, MCI shall bear a proportionate share of the costs incurred by Verizon in making modifications or alterations of Poles, Conduits and Rights of Way, in accordance with Applicable Law.
- 9.8 MCI shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of MCI's Facilities. MCI agrees to make such rearrangements or replacements of MCI's Facilities as are reasonably requested by Verizon or other attachers or occupants to accommodate the Attachment or placement of the facilities of Verizon or other attachers or occupants. If the rearrangement or replacement is required as a result of an additional Attachment or the modification of an existing Attachment sought by persons other than MCI, including Verizon, then, subject to Section 9.6, above, to the extent such persons are required by Applicable Law to reimburse MCI for the costs of rearranging or replacing MCI's Facilities, MCI may request such persons to reimburse MCI for the costs actually incurred by MCI to rearrange or replace MCI's Facilities. Verizon shall not be obligated to reimburse MCI for any costs incurred by MCI for a rearrangement or replacement of MCI's Facilities to the extent such rearrangement or replacement was sought by persons other than Verizon.
- 9.9 Verizon shall not attach, nor authorize other entities to attach, facilities on, within or overlashed to existing MCI Facilities without MCI's prior written consent. Notwithstanding any other clause, MCI may overlash additional communications facilities to existing strand so long as such overlashed plant is installed in accordance with the engineering standards of Section 5. MCI shall give Verizon sixty (60) days advance notice of overlashing projects. Notice is not required for repair and restoration activity. MCI's notice of planned overlashing shall be in the form of maps showing the location of poles and their associated numbers so that Verizon can identify where the work is taking place. MCI will notify Verizon within 30 days after completion of overlash projects subject to post-installation inspections of Section 11.
- 9.10 Verizon's Manholes shall be opened only as permitted by Verizon's authorized

employees or agents, which permission shall not be unreasonably withheld or delayed. MCI shall be responsible for obtaining any necessary authorization from appropriate authorities to open Manholes and conduct work operations therein. Unless otherwise agreed between the Parties, MCI's employees, agents and contractors will be permitted to enter or work in Verizon's Manholes only when an authorized employee or agent of Verizon is present or prior written authorization waiving this requirement is granted by Verizon. Verizon's said employee or agent shall have the authority to suspend MCI's work operations in and around Verizon's Manholes if, in the reasonable judgment of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by MCI's employees, agents, or contractors. MCI agrees to pay Verizon the charges, as determined in accordance with the terms and conditions of Appendix I, for having Verizon's employee or agent present when MCI's work is being done in and around Verizon's Manholes. The presence of Verizon's authorized employee or agent shall not relieve MCI of its responsibility to conduct all of its work operations in and around Verizon's Manholes in a safe and workmanlike manner, in accordance with the terms of this Attachment.

- a) Upon reasonable request where space is available, Verizon will provide MCI with space in Verizon's Manholes for racking and storage of cable and other materials of the type that Verizon stores in Verizon's Manholes.
 - b) MCI, contracting with Verizon or a contractor approved by Verizon, shall be permitted to add Conduit parts to Verizon's Manholes or to add branches to Conduits when existing Conduits do not provide the connectivity required by MCI, provided that the structural integrity of the Manhole and Conduits is maintained and sound engineering judgment is employed. Verizon shall not unreasonably withhold, delay or deny approval of contractors.
- 9.11 If practicable and if additional space is required, Verizon shall within a reasonable period of time remove any of Verizon's retired cable from Poles or Conduit Systems to allow for the efficient use of Pole or Conduit space.
- 9.12 MCI, at its expense, will remove its Facilities from Poles, Conduits and Rights of Way within 60 days after:
- a) Termination of the license covering such Pole Attachment, or Conduit or Right of Way occupancy, in accordance with the terms of this Attachment; or
 - b) The date MCI replaces its existing Facilities on a Pole with the placement of substitute Facilities on the same Pole or another Pole or replaces its existing Facilities in one Duct with the placement of substitute Facilities in another Duct.
- 9.13 MCI shall remain liable for and pay to Verizon all fees and charges pursuant to provisions of this Attachment for any Attachment to a Pole or occupancy of a Conduit or Right of Way that continues after the termination of the license for such Attachment or occupancy.
- 9.14 If MCI fails to remove its Facilities within the specified period, Verizon shall have the right to remove such facilities at MCI's expense and without any liability on the part of Verizon for damage to such facilities.

- 9.15 When MCI's Facilities are removed from a Pole, Conduit or Right of Way, no reattachment to the same Pole, or occupancy of such Conduit or Rights of Way, shall be made until:
- a) MCI has first complied with all of the provisions of this Attachment as though no such Pole Attachment or Conduit or Right of Way occupancy had previously been made, and
 - b) All outstanding charges due Verizon for such previous Attachment and/or occupancy have been paid in full.
- 9.16 MCI shall advise Verizon in writing as to the date on which the removal of its Facilities from each Pole, Conduit or Right of Way has been completed.

10 Termination of Licenses

- 10.1 Any license issued under this Attachment shall automatically terminate when MCI ceases to have authority to construct and operate its Facilities on public or private property at the location of the particular Pole, Conduit or Right of Way covered by the license.
- 10.2 MCI may at any time terminate its license with respect to the Attachment to a Pole, or occupancy of a Conduit or Right of Way, and remove its Facilities, by giving Verizon written notice of such termination (Appendix II, Forms C and D). Once MCI's Facilities have been removed, they shall not be reattached to such Pole, or occupy the same portion of such Conduit System or Right of Way, until MCI has complied with all provisions of this Attachment as though no previous license had been issued.
- 10.3 In addition to any other right to terminate MCI's license to occupy a Pole, Conduit or Right of Way that Verizon may have under this Attachment, upon sixty (60) days advance written notice, Verizon may terminate MCI's license to occupy any Verizon Pole, Conduit or Right of Way, if Verizon removes, abandons, terminates Verizon's use of or right to use, or loses Verizon's right to grant MCI a right to attach to or occupy, such Pole, Conduit or Right of Way.

11 Inspection of MCI's Facilities

- 11.1 The Parties understand that post-installation inspections shall be performed by Verizon at the sole expense of MCI to ensure that MCI's Attachments, installations or other work has been performed in accordance with all applicable requirements.
- 11.2 Thereafter, Verizon reserves the right to make reasonable periodic inspections at its own expense of any part of MCI's Facilities attached to Verizon's Poles, or occupying Verizon's Conduits or Rights of Way, provided that MCI shall bear such expenses in the event more frequent inspections are required due to material non-conformances by MCI that are found by Verizon.
- 11.3 Verizon will give MCI advance written notice of such inspections, except in those instances where Verizon determines that safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to MCI.

- 11.4 The making of inspections or the failure to do so shall not operate to impose upon Verizon any liability of any kind whatsoever nor relieve MCI of any responsibility, obligations or liability assumed under this Attachment.

12 Unauthorized Attachment, Utilization, or Occupancy

- 12.1 If any of MCI's Facilities shall be found attached to Poles, or occupying Conduit or Right of Way, for which no license has been granted, Verizon without prejudice to its other rights or remedies under this Attachment or at law or in equity may require MCI to submit an application pursuant to Section 7 of this Attachment within thirty (30) days after receipt of written notification from Verizon of the unauthorized Attachment or occupancy. If such application is not received by Verizon within the specified time period, MCI may be required to remove its unauthorized Attachment or occupancy, or Verizon may, at Verizon's option, remove MCI's Facilities at MCI's sole expense and risk. In addition, MCI shall pay any unauthorized Attachment or occupancy charge as specified in Appendix I.
- 12.2 No act or failure to act by Verizon with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Verizon of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCI shall be subject to all liabilities, obligations and responsibilities of this Attachment in regard to said unauthorized use from its inception.

13 Security Interest

- 13.1 At such time that MCI's Net Worth fails to exceed \$100,000,000, MCI shall grant Verizon a security interest in all of MCI's Facilities now or hereafter attached to Poles, or placed in Conduit Systems or Rights of Way, pursuant to this Attachment, and MCI agrees to perform all acts necessary to perfect Verizon's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of MCI's loan agreements and debentures preclude the grant of liens or security interests to Verizon, MCI shall grant to Verizon, upon Verizon's request, other permissible assurance or security for performance, satisfactory to Verizon, to cover any amounts due Verizon under this Attachment. Nothing in this Section 13 shall operate to prevent Verizon from pursuing, at its option, any other remedies under this Attachment or in law or equity, including public or private sale of facilities under security interest or lien.

14 Liability And Damages

- 14.1 Verizon shall exercise reasonable care to avoid damaging the Facilities of MCI attached to Poles, or occupying Conduits or Rights of Way, under this Attachment, and shall make an immediate report to MCI of the occurrence of any such damage caused by Verizon's employees, agents or contractors. Verizon agrees to reimburse MCI for all reasonable costs incurred by MCI for the physical repair of damage to such MCI Facilities proximately caused by the negligence of Verizon; however, Verizon shall not be liable to MCI for any loss of MCI revenue or profits resulting from any interruption of MCI's service caused by such damage or interference with the operation of MCI's Facilities caused by such damage.

- 14.2 MCI shall exercise reasonable care to avoid damaging the facilities of Verizon and of others attached to Poles, or occupying Conduits or Rights of Way, and shall make an immediate report of damage to the owner of facilities so damaged and MCI assumes all responsibility for any and all direct loss from damage caused by MCI's employees, agents or contractors; however, MCI shall not be liable to Verizon for any loss of Verizon revenue or profits resulting from any interruption of Verizon's service caused by such damage or interference with the operation of Verizon's Facilities caused by such damage.
- 14.3 MCI shall indemnify, protect and save harmless Verizon and other authorized users of Poles, Conduits or Rights of Way from any and all damages and costs, including attorneys' fees, incurred by Verizon as a result of acts by the MCI or their employees, agents or contractors, including, but not limited to the cost of relocating Poles or Conduits resulting from a loss of Right of Way or property owner consents and/or the cost of defending those rights and/or consents.
- 14.4 MCI shall indemnify, protect and save harmless Verizon and other authorized users of Poles, Conduits and Rights of Way from and against any and all claims, demands causes of actions and costs, including attorneys' fees, for damages to property and injury or death to MCI's employees or other persons, including but not limited to payments under any Workmen's Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of MCI's Facilities or by their proximity to the facilities of all parties attached to a Pole or placed in Conduit or Rights of Way, or by any act or omission of the MCI's employees, agents or contractors on or in the vicinity of Verizon's Poles, Conduits or Rights of Way. The foregoing indemnity, hold harmless and defense provisions shall not apply to the extent, if at all, they would violate, or be void under, applicable state law.
- 14.5 The MCI shall indemnify, protect and save harmless Verizon and other authorized users of Poles, Conduits and Rights of Way from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the construction and operation of MCI's Facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees, for infringement of patents with respect to the manufacture, use and operation of MCI's Facilities in combination with Poles, Conduits, Rights of Way or otherwise.
- 14.6 Verizon and MCI shall promptly advise each other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this Attachment. Copies of all accident reports and statements made to a Party's insurer by the other Party or affected entity shall be furnished promptly to the insured Party.
- 14.7 Unless expressly provided for otherwise herein, neither party shall be liable to the other for any special, consequential or other indirect damages arising under this Attachment.

15 Insurance

- 15.1 MCI shall, at its sole cost and expense, procure, maintain, pay for and keep in force insurance, including endorsements insuring the indemnification provisions of this Attachment issued by an insurance carrier authorized to conduct business in MCI's operating region and having an A.M. Best rating of not less than A-VII, to protect Verizon and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this Attachment including Section 14 preceding.
- 15.2 The amounts of such insurance shall be as follows:
- a) Comprehensive General Liability coverage on an occurrence basis in an amount of \$2 million combined single limit for bodily injury and property damage, with a policy aggregate of \$4 million. Said agreement shall include the contractual, independent contractors products/completion operations, broad form property and personal injury endorsements.
 - b) All Risk Property coverage on a full replacement cost basis insuring all of the MCI's real and personal property situated on or within Verizon's location(s). The MCI may also elect to purchase Transmission and Distribution insurance and/or contingent business interruption insurance.
 - c) Statutory Worker's Compensation coverage
 - Contractual Liability coverage
 - Automobile Liability coverage
 - Employer's Liability coverage in the amount of \$2 million dollars
- 15.3 MCI shall name Verizon as an additional insured and shall provide certificates by each company insuring MCI to the effect that it has insured MCI for all liabilities of MCI covered by this Attachment and that it will not cancel or change any such policy of insurance issued to MCI except after 60 days written notice to Verizon.
- 15.4 All insurance required in accordance with this Section 15 must be effective before Verizon will authorize attachment to a Pole, or occupancy of Conduit or Rights of Way, and shall remain in force until such MCI's Facilities have been removed from all such Poles, Conduits or Rights of Way. In the event that the MCI shall fail to maintain the required insurance coverage, Verizon may pay any premium thereon falling due, and the MCI shall forthwith reimburse Verizon for any such premium paid.
- 15.5 All policies purchased by MCI shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Verizon.
- 15.6 Notwithstanding the foregoing, if MCI's net worth exceeds \$100,000,000, MCI may elect to self-insure in lieu of obtaining any of the insurance required by this Section. If MCI self insures, MCI shall furnish to Verizon, and keep current, evidence of such net worth. If MCI self insures, MCI shall release, indemnify, defend, and hold Verizon harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

16 Authorization Not Exclusive

- 16.1 Nothing contained in this Attachment shall be construed as a grant of any exclusive authorization, right or privilege to MCI. Subject to the rights granted MCI under the provisions of this Attachment, Verizon shall have the right to grant, renew and extend rights and privileges in a nondiscriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any Pole, Duct, Conduit or Right of Way covered by this Attachment.

17 Assignment of Rights

- 17.1 MCI shall not assign or transfer any license or any authorization granted under this Attachment, and such licenses and authorizations shall not inure to the benefit of MCI's successors or assigns, without the prior written consent of Verizon. Verizon shall not unreasonably withhold such consent. In the event such consent or consents are granted by Verizon, then the provisions of this Attachment shall apply to and bind the successors and assigns of MCI. Notwithstanding the foregoing, MCI may assign this Attachment without Verizon's consent to an entity controlling, controlled by, or under common control with MCI, or to an entity acquiring all or substantially all of MCI's assets, upon prior written notice to Verizon provided that the assignee is capable of assuming all obligations of MCI hereunder, and further provided that nothing herein shall relieve MCI of any of its obligations hereunder without Verizon's prior written consent.

18 Termination Of This Attachment

- 18.1 Subject to provisions of Section 17 hereof, should MCI cease to use its Facilities in or through the area covered by this Attachment and this Attachment on other than a demonstrably temporary basis not to exceed 6 months, then all of MCI's rights, privileges and authorizations under this Attachment, including all licenses issued hereunder, shall automatically terminate as of the date following the final day that such Facilities are used.
- 18.2 Subject to Section 18.3, below, Verizon shall have the right to terminate this entire Attachment or any license issued hereunder whenever MCI is in default of any term of this Attachment, including, but not limited to, the following conditions:
- a) If MCI's Facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - b) If MCI attaches to any Poles or occupies any Conduits or Rights of Way without having first been issued a license therefor; or
 - c) If any authorization which may be required of MCI by any governmental or private authority for the construction, operation, and maintenance of MCI's Facilities is denied or revoked; or
 - d) If the insurance carrier shall at any time notify Verizon or MCI that MCI's policy or policies of insurance required under this Attachment will be canceled or changed, or if Verizon reasonably determines that the requirements of this Attachment with regard to MCI's policy or policies of insurance will no longer be

satisfied, this Attachment shall terminate upon the effective date of such cancellation or change.

- 18.3 Verizon will promptly notify MCIIm in writing of any condition(s) applicable to Section 18.2, above. MCIIm shall take immediate corrective action to eliminate any such conditions(s) and shall confirm in writing to Verizon within 30 days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If MCIIm fails to discontinue or correct such condition(s) or fails to give the required confirmation, Verizon may immediately terminate this Attachment.
- 18.4 In addition to any other obligation that MCIIm may have under this Attachment to remove its Facilities from Verizon's Poles, Conduits or Rights of Way (including, but not limited to, under Section 9.11, above), in the event of termination of this Attachment or any of MCIIm's rights, privileges or authorizations hereunder, MCIIm shall remove its Facilities from Verizon's Poles, Conduits and Rights of Way within six (6) months from the date of termination; provided, however, that MCIIm's obligations under this Attachment with regard to such facilities shall continue following termination of this Attachment, including, but not limited to, MCIIm's obligation to pay all fees and charges accruing pursuant to terms of this Attachment for MCIIm Facilities attached to Poles or occupying Conduits or Rights of Way.
- 18.5 If MCIIm does not remove its Facilities from Verizon's Poles, Conduits and Rights of Way within the applicable time periods specified in this Attachment, Verizon shall have the right to remove them at the expense of MCIIm and without any liability on the part of Verizon to MCIIm therefor.
- 18.6 In the event any of the arrangements, fees and charges provided for under this Attachment are offered under a tariff filed by Verizon and in effect with a regulatory commission, this Attachment with respect to those arrangements, fees and charges shall be suspended and shall be superseded by said tariff. Said suspension shall become effective on the day when said tariff becomes effective, and shall remain in effect for the time that the tariff remains in effect.

**POLES, CONDUIT, and RIGHTS OF WAY ATTACHMENT
APPENDIX I**

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX I contains the fees and charges governing the use of Verizon's Poles, Conduits and Rights of Way by MCI's Facilities.

1. Attachment, Utilization, and Occupancy Fees

1.1 General

- a) Attachment, utilization, and occupancy fees commence on the date set forth in Section 7.5 of this Attachment. Such fees cease as of the final day of the calendar month in which the Attachment or occupancy is physically removed or is discontinued; provided, that if an Attachment or occupancy is terminated as a result of a violation of this Attachment by MCI, charges shall continue until the end of semi-annual period in which the Attachment or occupancy is physically removed or discontinued.
- b) A one month minimum charge is applicable for all Attachment and occupancy accommodations.
- c) Fees shall be payable semi-annually in advance on the first day of January and July.
- d) The total Attachment and occupancy fees due hereunder shall be based upon the number of Poles and duct feet of Conduit System (measured from the center to the center of Manholes, or from the center of a Manhole to the end of Verizon's Conduit System to be occupied by MCI) for which licenses have been issued before the first day of December and the first day of June each year. Charges shall apply for Attachment to a Pole or occupancy of a Conduit System for which a license has been issued even if MCI has not actually made an Attachment to the Pole or occupied the Conduit System. Each semi-annual payment shall include a proration of the monthly Attachment and occupancy charges applicable for Attachments or occupancy initially authorized by Verizon during the preceding six (6) month period.

2. Fees

2.1 Application and Engineering Survey Fee

- a) For pole and conduit attachments: The objective of the Survey Fee is to recover the costs incurred by Verizon for time and materials spent investigating facilities for feasibility of attachment, including the calculation of costs for those attachments.
 - i. As an estimation only, those costs will be approximated by the following formula, and may

be adjusted depending upon the situation (Survey Fee is nonrefundable and is not part of the actual Make Ready Work):

- Poles = \$180+ \$5/pole, limit of 99 poles per license application.
- Conduit = \$220/manhole, limit of 24 manholes per license application.

2.2 Annual Fee (on a Calendar Year basis)

- | | | |
|----|--|--------|
| a) | Pole--Horizontal Attachment
Per Pole Attachment | \$4.16 |
| b) | Pole--Vertical Attachment
Per Pole Attachment, Per vertical foot of occupancy | \$4.16 |
| c) | Conduit System--Per foot of cable to be placed in the
Conduit System | |
| | Northern Virginia | \$4.50 |
| | Southern Virginia | \$3.00 |
| d) | Right of Way (determined on a case by case basis as
mutually agreed by the Parties) | |

2.3 Other Charges

Computation

Charges for all work performed by Verizon or by Verizon's contractor or authorized representative in connection with the furnishing of Pole, Conduit and Right of Way accommodations covered by this Attachment shall be based upon the full cost to Verizon for performance of such work, in accordance with Verizon's regular and customary methods for determining such costs and Applicable Law. Such charges will apply for, but not be limited to, Preliminary Survey; Make-Ready Work; inspection of MCI's Facilities; removal of MCI's Facilities, where applicable; and supervision, at the option of Verizon, of MCI-performed work in and around the immediate vicinity of a Manhole or Conduit System.

- 2.4 In the event that it is determined that MCI has made an Attachment to any Pole or has occupied Conduit or Right of Way of Verizon for which a License has not been executed, MCI shall be obliged to a) apply for such License immediately; and b) pay to Verizon fees for said Attachment for the entire period of time which can be reasonably established as the date of MCI's Attachment, but in no case less than one year prior to date of discovery.

2.5 Payment Date

Payment of fees and charges shall be due thirty (30) days after issuance of Verizon's bill. Failure to pay all fees and charges within thirty (30) days after issuance of the bill therefor shall constitute a default of this Attachment, and in addition shall result in a 1 1/2% per month late charge until paid in full.

**POLES, CONDUIT and RIGHTS OF WAY ATTACHMENT
APPENDIX II**

INDEX OF ADMINISTRATIVE FORMS

Application and Pole Attachment License	A-1
Pole Details	A-2
Application and Conduit Occupancy License	B-1
Conduit System Diagram	B-2
Cable to Occupy Conduit and Equipment to be Placed in Manholes	B-3
Authorization for Make Ready Work	B-4
Notification of Removal of Pole Attachments	C
Notification of Removal of Conduit Occupancy	D

APPLICATION AND POLE ATTACHMENT LICENSE

Verizon - Virginia, Inc., Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, application is hereby made for a nonexclusive license to attach Facilities to _____ poles as indicated on Form A-2.

This request will be designated:

Pole Application # _____
NJUNS Ticket # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey.
(Appendix I)

MCIm: _____

Signed: _____

Dated: _____

Tel. No: _____

.....Your Email Address: _____

Billing Address:

Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Permission is hereby granted to attach Facilities to _____ poles as indicated on the attached Form A-2.

VERIZON - Virginia, Inc.
(Verizon)

Signed: _____

Dated: _____

Tel. No: _____

(MCI)

(Pole Application #)

(Central Office Area)

(NJUNS Tkt #)**POLE DETAILS**

	Telephone Pole #	Power Pole #	Location	Type Attach		Make Ready
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

APPLICATION AND CONDUIT OCCUPANCY LICENSE

Verizon - Virginia, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, _____, application is hereby made for a license to occupy the conduit system shown on Form B-2, with the cable and equipment detailed on Forms B-3 and B-4. This request will be designated:

Application # _____
NJUNS Ticket # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey (Appendix I)

(MCIIm)
Signed: _____
Dated: _____
Tel. No: _____

.....Your Email Address: _____

Billing Address:

Name: _____

Company Name: _____

Address: _____

City, State, Zip: _____

.....
Permission is hereby granted to occupy Licensor's conduit system, as indicated on the attached Form B-2, with cable equipment and facilities specified on the attached Forms B-3. The duct footage for this License is _____

Verizon
(Verizon)

-

Virginia, Inc.

Signed: _____

Dated: _____

Tel. No: _____

FORM B-2

APPENDIX II

Page _____

(MCIm)

(Application #)

(Central Office Area)

(NJUNS Tkt #)

SAMPLE CONDUIT SYSTEM DIAGRAM

CONDUIT SYSTEM DIAGRAM

**FORM B-3
APPENDIX II**

Page _____

(MCI m)

(Area)

(Conduit Application #)

(NJUNS Ticket #)

CABLE TO OCCUPY CONDUIT

	Type Cable		Weight Per Ft.	Maximum Voltage to Ground AC/ DC	Maximum Current in a Conductor	Type Sheath
1						
2						
3						
4						
5						

EQUIPMENT TO BE PLACED IN MANHOLES

	Location	Type	Height	Width	Depth	Weight
1						
2						
3						
4						
5						

AUTHORIZATION FOR MAKE READY WORK

Following is a summary of the estimated charges for the following application:

Pole Attachment application number _____

or

Conduit occupancy application number _____

or

Right of way occupancy application number _____

Estimated cost \$ _____

Note that in the event that an advance payment is required, actual costs will be billed at the conclusion of the work.

(Verizon)

By: _____

(Signature of authorized person)

Its: _____

(Title of authorized person)

Date: _____

Telephone Number: _____

Order Number: _____

I hereby acknowledge and agree to pay all charges, as above, and authorize work to begin.

(MCI)

By: _____

(Signature of authorized person)

Its: _____

(Title of authorized person)

Date: _____

Telephone Number _____

NOTIFICATION OF REMOVAL OF POLE ATTACHMENTS

In accordance with the terms and conditions of the License Agreement between us, dated _____, notice is hereby given that the following pole Attachments have been removed (If applicable, Reference NJUNS ticket # _____).

	Telephone Co. Pole	Joint Use Pole	Location	Date Removed
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

SUBMITTED:

APPROVED:

(MCI)Verizon - Virginia, Inc.,
(Verizon)

Signed: _____

Signed: _____

Dated: _____

Dated: _____

NOTIFICATION OF REMOVAL OF CONDUIT OCCUPANCY

In accordance with the terms and conditions of the License Agreement between us, dated _____, notice is hereby given that the occupancy of the following conduit has been removed (If applicable, Reference NJUNS ticket # _____).

	Conduit Location	Conduit Application #	Date Removed
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

SUBMITTED:

APPROVED:

Verizon - Virginia, Inc.

(MCIm)

(Verizon)

Signed: _____

Signed: _____

Dated: _____

Dated: _____

PRICING ATTACHMENT

1 General

- 1.1 Unless otherwise provided in this Agreement, all rates and discounts provided under this Agreement shall remain in effect for the term of this Agreement unless modified by order of the FCC, Commission, or a court of competent jurisdiction reviewing an order of the FCC or Commission, as the case may be. To the extent that rates set forth in Appendix 1 of this Attachment reference existing Verizon or MCITM Tariffs, those rates shall follow the referenced Tariffs. The rates or discounts set forth in Appendix 1 below shall be replaced on a prospective basis (unless otherwise ordered by the FCC or the Commission) by rates or discounts as may be established and approved by the Commission or FCC and, if appealed, as may be ordered at the conclusion of such appeal. Such new rates or discounts shall be effective immediately upon the legal effectiveness of the court, FCC, or Commission order requiring such new rates or discounts. Within thirty (30) days after the legal effectiveness of the court, FCC, or Commission order establishing such new rates or discounts and regardless of any intention by any entity to further challenge such order, the Parties shall sign a document revising Appendix 1 and setting forth such new rates or discounts, which revised Appendix 1 the Parties shall update as necessary in accordance with the terms of this Section.
- 1.2 Unless otherwise agreed, MCITM shall pay only the rates set forth in Appendix 1 of this Attachment for the services it purchases under this Agreement. Verizon shall pay for all of the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to provide the services set forth in this Agreement and priced in Appendix 1, and shall recover all such costs through the rates set forth in Appendix 1. Rates for services not yet identified in Appendix 1, but subsequently developed pursuant to the Bona Fide Request process or services identified in Appendix 1, but modified by regulatory requirements, shall be added as revisions to Appendix 1 when agreed between the Parties.

2 Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service irrespective of the pricing requirements of Sections 251 and 252 of the Act.

3 Regulatory Review of Prices

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

APPENDIX 1 TO THE PRICING ATTACHMENT

TO

BE

DEVELOPED